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10 **UNITED STATES BANKRUPTCY COURT**
11 **DISTRICT OF NEVADA**

12 In re:
13 **EMPIRE RANCH GOLF COURSE, LLC,**

CASE NO.: BK-N-15-50211-gwz
Chapter 11

14 Debtor.

**MOTION TO SELL ASSETS FREE AND
CLEAR OF LIENS PURSUANT TO 11
U.S.C. §363**

17 Hearing Date: TBD
18 Hearing Time: OST Requested

20 Debtor and Debtor in Possession, EMPIRE RANCH GOLF COURSE, LLC, (the
21 “Debtor”) by and through counsel, KEVIN A. DARBY, ESQ. of Darby Law Practice, LTD.,
22 moves this court for the entry of an order approving the sale of all assets owned by Debtor (the
23 “Motion”), subject to overbid at the hearing on the Motion. This Motion is made pursuant to 11
24 U.S.C. §363 and Fed. R. Bankr. P. 2002(a)(2) and 6004 and is supported by the declaration of
25 Dwight C. Millard (the “Millard Declaration”) and the following points and authorities. A
26 proposed order approving the sale is attached hereto as Exhibit 1.

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POINTS AND AUTHORITIES

I. SUMMARY OF PROPOSED SALE

This Motion seeks an order approving the sale of the Debtor's Assets, as defined below, to **CARSON CREEK RESORT, INC.** ("CCR") pursuant to the terms of the Purchase Agreement attached hereto to the Millard Declaration as Exhibit 1 (the "Purchase Agreement") for cash in the amount of **\$3,500,000.00**, or to any higher bidder at the hearing on this Motion.

In addition, in the event this sale is terminated by CCR prior to close of escrow, Debtor's seek authority of this Court to file a motion to sell Debtor's assets to back-up purchase offer, or file a plan of reorganization, by no later than September 18, 2015.

II. FACTUAL BACKGROUND

1. On February 20, 2015, Debtor filed its petition for relief under Chapter 11 of the Bankruptcy Code. Debtor owns approximately 221-acres of real property on which it operates Empire Ranch Golf Course, a 27-hole golf course, restaurant, clubhouse and pro shop in Carson City, Nevada. *See Declaration of Dwight C. Millard, ¶ 2.*

2. The Debtor's assets used in the operation of its business ("Debtor's Assets") consist of the following:

a. Debtor's Real Property: 1875 Fair Way Drive, Carson City, Nevada. Debtor's real property consists of approximately 221-acres of real property, plus certain contractual rights to receive 1385 acre feet of effluent water from Carson City per year.

b. Debtor's Personal Property: Debtor's personal property consists of: 110 golf carts; inventory for golf course and restaurant; miscellaneous equipment and tools to operate restaurant and to maintain golf course.

See Declaration of Dwight C. Millard, ¶ 3. This Motion seeks the Court's approval of the sale of the Debtor's Assets to CCR pursuant to the terms of the Purchase Agreement.

3. The secured debts against Debtor's Real Property ("Debtor's Secured Debts") consist of the following:

	Secured Creditor	Est. Claim Amount	Priority
1	GSR Investments, LLC	\$1,180,000	1 st
2	Patricia Thompson/Stanton Park Development	\$2,026,804	2 nd
3	Nila Loucks	\$207,625	3 rd
4	George Barger Trust	\$200,000	4 th
5	Leona White/Ruth Hughes	\$166,000	5 th
	Internal Revenue Service	\$64,748	6 th
	Total:	\$3,845,177	

6 *See Declaration of Dwight C. Millard, ¶ 4.*

7 4. On July 30, 2015, Debtor accepted an offer to purchase/sell the Debtor's Assets to
 8 CCR for \$3,500,000. *See Declaration of Dwight C. Millard, ¶ 5.* A copy of the signed Purchase
 9 Agreement is attached to the Declaration of Dwight C. Millard as Exhibit 1.

10 5. CCR is not an insider of the Debtor or otherwise related or affiliated with the Debtor
 11 in any way. *See Declaration of Dwight C. Millard, ¶ 6.*

12 6. In addition to the offer from CCR, Debtor has a back up offer to purchase the
 13 Debtor's Assets from Birdies To Bogies, LLC for \$3,200,000. Debtor was also contacted by an
 14 interested party from Salt Lake City, Utah, who intends to visit the golf course and may present a
 15 back-up offer to purchase Debtor's Assets.

16 **III. PROPOSED SALE TERMS**

17 6. CCR has offered to purchase Debtor's Assets for a total purchase price of \$3,500,000
 18 pursuant to the terms of the Purchase Agreement. CCR will deposit a non-refundable \$100,000
 19 earnest money deposit with First Centennial Title Company in Carson City, Nevada, on or before
 20 August 9, 2015. Pursuant to the Purchase Agreement, the sale of the Debtor's Assets to CCR shall
 21 close on or before August 31, 2015. *See Declaration of Dwight C. Millard, ¶ 7.*

22 7. CCR is not assuming any liability or responsibility for claims against Debtor. *See*
 23 *Declaration of Dwight C. Millard, ¶ 8.*

24 8. CCR is acquiring the Debtor's Assets "as is" that is, without warranties or
 25 representations, except as otherwise provided in the Purchase Agreement. *See Declaration of*
 26 *Dwight C. Millard, ¶ 9.*

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1 9. The Debtor's Assets shall be acquired by CCR free and clear of any lien, claim or
 2 encumbrance. *See Declaration of Dwight C. Millard, ¶ 10.*

3 10. Debtor estimates the seller's costs of sale, including title/escrow fees and transfer tax,
 4 will be \$20,000. There are no real estate agents or brokers participating in this sale, saving the
 5 Debtor substantial sums in real estate sale commissions. Thus, projected the net proceeds from the
 6 sale shall be approximately \$3,480,000, which shall be disbursed directly from escrow as follows:

7 **\$50,000** – Paid to Debtor's Counsel's Firm Trust Account to be used to pay
 8 administrative expenses in this case, including Legal Fees, US Trustee's Fees and Accounting
 9 Fees.¹

10 **\$1,180,000** – to GSR Investments, LLC on account of its first priority lien;

11 **\$2,026,804** – to Patricia Thompson (\$594,220) and Stanton Park Development, Inc
 12 (\$1,432,589) on account of their second priority lien;

13 **\$207,625** – to Nila Loucks on account of her third priority lien;

14 **All remaining net sale proceeds** (approximately \$18,571) – to Christine Millard,
 15 Trustee of the Barger Family Trust, on account of its fourth priority lien.

16 IV. LEGAL ARGUMENT

17 Section 363(b)(1) of the Bankruptcy Code provides that “[t]he trustee, after notice and a
 18 hearing, may use, sell, or lease, other than in the ordinary course of business, property of the
 19 estate.” Courts have uniformly held that approval of a proposed sale of a debtor's assets outside
 20 the ordinary course of business and prior to the confirmation of a plan of reorganization is
 21 appropriate if a court finds that sound business reasons justify the transaction. See Committee of
22 Equity Security Holders v. Lionel Corp., (In re Lionel Corp.), 722 F.2d 1063-1069-71 (2d Cir.
23 1983); Walter Sunwest Bank (In re Walter), 83 B.R. 14, 19-20 (B.A.P. 9th Cir. 1988); see also
24 Fulton State Bank v. Schipper, 933 F.2d 513, 515 (7th Cir. 1991) (stating “[u]nder Section 363,
25 the debtor in possession can sell property of the estate outside the ordinary course of business if he
26 has an articulated business justification.”) (citations omitted); Stephens Indus. Inc. v. McClung,

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 28 ¹ Debtor estimates US Trustee's fees of \$10,400 on account of the sale. Debtor estimates legal fees from this case
 totaling \$35,000 and accounting fees of \$4,600 to prepare final tax returns accounting for the sale.

1 789 F.2d 386, 389-90 (6th Cir. 1986) (stating “a bankruptcy court can authorize a sale of all a
 2 Chapter 11 debtor’s assets under §363(b)(1) when a sound business purpose dictates such action”);
 3 In re Phoenix Steel Corp., 82 B.R. 334, 335-36 (Bankr. D. Del. 1987) (finding elements necessary
 4 for approval of a 363 sale in a chapter 11 case are “that the proposed sale is fair and equitable, that
 5 there is a good business reason for completing the sale and the transaction is in good faith”).

6 Once the Debtor articulates a valid business justification, a presumption arises that “in
 7 making a business decision the directors of a corporation acted on an informed basis, in good faith
 8 and in the honest belief that the action was in the best interests of the company.” In re Integrated
 9 Resources, Inc., 147 B.R. 650, 656 (S.D.N.Y. 1992) (internal quotations omitted). The Debtor’s
 10 business judgment “should be approved by the court unless it is shown to be so manifestly
 11 unreasonable that it could not be based upon sound business judgment, but only on bad faith, or
 12 whim or caprice.” In re Aeravox, Inc., 269 B.R. 74, 80 (Bankr. D. Mass. 2001) (internal citations
 13 omitted).

14 Here, the Debtor seeks to sell the Debtor’s Assets for \$3,500,000. Debtor has not operated
 15 profitably for many years. The risk of a pending foreclosure sale by the first priority deed of trust
 16 holder, GSR Investments, LLC, forced the filing of this bankruptcy to save Debtor’s assets.

17 Debtor believes the proposed purchase price of \$3,500,000 maximizes the value of
 18 Debtor’s assets and notes the sale is for substantially greater than the appraised value of the
 19 property as a golf course.

20 Based upon the foregoing, the Debtor believes the sale of the Debtor’s Assets is fair,
 21 equitable and a sound business decision. Debtor further believes the sale is in the best interests of
 22 the creditors and the estate and that the estate would be prejudiced if the Debtor does not sell the
 23 Debtor’s Assets to CCR. Debtor believes this is a rare opportunity and does not anticipate another
 24 offer that affords the same benefits as the offer from CCR.

25 The Debtor must sell its assets immediately. Absent a sale, there is a risk Debtor’s first
 26 priority lien holder may be permitted to foreclose.

27 The Debtor proposes to sell the Debtor’s Assets free and clear of all liens, claims, and
 28 encumbrances pursuant to Section 363(f). This sale qualifies for the protection of Section 363(f).

1 The sale pays all creditors with secured claims recognized under 11 U.S.C. §506.

2 Section 363(m) provides protection to CCR and Debtor's Assets from a later appeal
3 seeking to unwind the sale. In this case, the certainty of the sale of clear title is essential to CCR.

4 The sale qualifies for the Section 363(m) protections, as per the Ninth Circuit Bankruptcy
5 Appellate Panel standards set forth in In re PW, LLC, 391 B.R. 25, at 35-37 (B.A.P. 9th Cir. 2008).
6 CCR is a good faith purchaser with respect to Debtor's Assets, as that term is used in section
7 363(m) of the Bankruptcy Code. The sale to CCR was negotiated, proposed and entered into by the
8 parties in good faith, from arm's length bargaining positions and without collusion, and CCR
9 therefore is entitled to the protections of section 363(m) of the Bankruptcy Code with respect to
10 the Debtor's Assets. Neither Debtor nor CCR have engaged in any conduct that would cause or
11 permit the sale to be voided under section 363(n) of the Bankruptcy Code.

12 A valid business purpose exists for approval of the transactions contemplated by the
13 Motion pursuant to sections 105, 363(b), (f), and (m) of the Bankruptcy Code. With Court
14 approval, the Debtor may sell, transfer and assign its assets free and clear of all liens, claims,
15 interests and/or encumbrances in accordance with sections 105 and 363 of the Bankruptcy Code.
16 As a condition to purchasing Debtor's Assets, CCR requires that (a) Debtor's Assets be sold free
17 and clear of all liens, claims, encumbrances, options, rights of first refusal and other interests; and
18 (b) the CCR shall have no liability whatsoever for any obligations of or claims (including without
19 limitation as defined in section 101(5) of the Bankruptcy Code) against CCR.

20 **V. CONCLUSION**

21 Based on the foregoing, the Debtor respectfully requests this Court approve the sale of the
22 Debtor's Assets to CCR, according to the terms of the Asset Purchase Agreement. Debtor further
23 requests this Court waive the 14-day stay on or before the order granting this Motion under Fed. R.
24 Bankr. P. 6004(h), so the sale may close before August 31, 2015, as required by the Purchase
25 Agreement.

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In addition, in the event the sale is terminated for any reason, Debtor seeks authority to file a motion to sell Debtor's assets to pursuant to either the existing or a new back-up purchase offer, or file a plan of reorganization, by no later than September 18, 2015.

DATED this 5th day of August, 2015.

DARBY LAW PRACTICE, LTD.

By: /s/ Kevin A. Darby
KEVIN A. DARBY, ESQ.
Reorganization Counsel for Debtor and
Debtor in Possession

EXHIBIT 1

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EXHIBIT 1

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13 Counsel for Debtor and Debtor in Possession

14 **UNITED STATES BANKRUPTCY COURT**
15 **DISTRICT OF NEVADA**

16 In re:

17 EMPIRE RANCH GOLF COURSE, LLC,

18 Debtor.

CASE NO.: BK-N-15-50211-gwz
Chapter 11

19 **ORDER GRANTING MOTION TO SELL**
ASSETS FREE AND CLEAR OF LIENS
PURSUANT TO 11 U.S.C. §363

20 Hearing Date: TBD
21 Hearing Time: OST Requested

22 Upon the *Motion To Sell Assets Free and Clear of Liens Pursuant To 11 U.S.C. §363*,
23 filed July 31, 2015 (the "Motion") by Debtor EMPIRE RANCH GOLF COURSE, LLC, a (the
24 "Debtor"), in which Debtor seeks an order under 11 U.S.C. §363 and Fed. R. Bankr. P. 2002, 6004
25 and 9014 approving the sale of all of Debtor's assets free and clear of liens, claims, and
26 encumbrances to CARSON CREEK RESORT, INC. ("CCR"); and the Motion having come
27 before this Court on a duly noticed hearing, and having considered all objections and arguments
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1 for and against the Motion, and good cause appearing; and finding:¹

2 1. Debtor's Motion seeks an order approving the sale of certain assets owned by the Debtor
 3 to CCR, pursuant to the terms of the Purchase Agreement attached to the Declaration of Dwight
 4 Millard as Exhibit 1, free and clear of all liens, claims and encumbrances, for cash in the amount
 5 of **\$3,500,000.00**, to be paid at close of escrow on or before August 30, 2015. The assets being
 6 sold to CCR are identified in detail in the Purchase Agreement and include, but are not limited to,
 7 the following (the "Debtor's Assets"):

8 a. Debtor's Real Property: 1875 Fair Way Drive, Carson City, Nevada. Debtor's real
 9 property consists of approximately 221-acres of real property, plus certain contractual
 10 rights to receive 1385 acre feet of effluent water from Carson City per year.

11 b. Debtor's Personal Property: Debtor's personal property consists of: 110 golf carts;
 12 inventory for golf course and restaurant; miscellaneous equipment and tools to
 13 operate restaurant and to maintain golf course.

14 2. CCR is not an insider of the Debtor or otherwise related or affiliated with the Debtor in
 15 any way.

16 3. CCR is acquiring the Debtor's Assets "as is", without warranties or representations,
 17 except as provided in the Purchase Agreement.

18 4. The sale of Debtor's Assets to CCR is free and clear of any lien, claim or encumbrance
 19 pursuant to 11 U.S.C. §363(f).

20 5. A reasonable opportunity to object or be heard regarding the relief requested in the
 21 Motion has been afforded to all interested persons and entities.

22 6. The Debtor is the sole and lawful owner of Debtor's Assets to be sold to CCR.

23 7. No qualifying or competing bids were submitted.

24 8. The offer of CCR to purchase the Debtor's Assets is the highest and best offer received
 25 by the Debtor. The purchase price to be paid by CCR is fair and reasonable market value for the
 26 Debtor's Assets.

27 9. CCR is a good faith purchaser with respect to Debtor's Assets, within the meaning of
 28 section 363(m) of the Bankruptcy Code. The sale to CCR was negotiated, proposed and entered

¹ Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Motion.

1 into by the parties in good faith, from arm's length bargaining positions and without collusion, and
2 CCR therefore is entitled to the protections of section 363(m) of the Bankruptcy Code with respect
3 to the assets. Neither the Debtor nor CCR have engaged in any conduct that would cause or permit
4 the sale to be voided under Section 363(n) of the Bankruptcy Code.

5 10. CCR shall not assume or become liable for any pre-petition liens, claims, interests
6 and/or encumbrances relating to Debtor's Assets by the Debtor. Any valid and enforceable liens,
7 claims, interests and/or encumbrances shall attach to the proceeds of the sale with the same
8 priority, validity, and enforceability as they had immediately before the closing of the sale.

9 11. The Debtor has articulated sound business reasons for selling the Assets as set forth in
10 the Motion outside of a chapter 11 plan, and it is a reasonable exercise of the Debtor's business
11 judgment to execute, deliver and consummate the sale with CCR and consummate the transactions
12 contemplated by the Motion and as set forth in this Order.

13 12. The terms and conditions of the sale, including the total consideration to be realized by
14 the Debtor, are fair and reasonable, and the transactions contemplated by the Motion, as approved
15 by this Order, are in the best interests of the Debtor, its creditors and the estate.

16 13. A valid business purpose exists for approval of the transactions contemplated by the
17 Motion pursuant to sections 105, 363(b), (f), and (m) of the Bankruptcy Code. The Debtor may
18 sell, transfer and assign Debtor's Assets free and clear of all liens, claims, interests and/or
19 encumbrances in accordance with sections 105 and 363 of the Bankruptcy Code.

20 14. The transfer of Debtor's Assets to CCR is or will be a legal, valid and effective transfer
21 of Debtor's Assets, and will vest CCR with all right, title and interest in and to Debtor's Assets,
22 free and clear of all liens, claims, interests and/or encumbrances.

23 15. The requirements of sections 363(b) and 363(f) of the Bankruptcy Code and any other
24 applicable law relating to the sale of Debtor's Assets have been satisfied.

25 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

26 **A. SALE OF ASSETS APPROVED; TRANSACTIONS AUTHORIZED.**

27 16. The Motion is GRANTED.

28 17. All objections to the Motion or the relief requested therein that have not been

1 withdrawn, waived, or settled, and all reservations of rights included in such objections, are
 2 overruled on the merits and denied.

3 18. The Motion, the Purchase Agreement and the transactions contemplated thereby are
 4 approved pursuant to Section 363(b) and (f) as modified by this Order, and the Debtor is hereby
 5 authorized and empowered to perform their obligations under the Purchase Agreement and to act
 6 as necessary to effectuate the sale without further corporate authorization or Order of this Court.

7 **B. TRANSFER OF THE ASSETS TO CCR.**

8 19. The transfer of Debtor's Assets to CCR constitutes a legal, valid and effective transfer
 9 and shall vest CCR with all right, title and interest of the Debtor in and to Debtor's Assets free and
 10 clear of all claims, liens and encumbrances.

11 20. After paying all of seller's costs of sale, including title/escrow fees and transfer tax, the
 12 net proceeds from the sale shall \$3,480,000, which shall be disbursed directly from escrow as
 13 follows:

- 14 1) **\$50,000** – Paid to Darby Law Practice, LTD IOLTA Trust Account to be used to pay
 15 administrative expenses in this case, including Legal Fees, US Trustee's Fees and
 Accounting Fees.
- 16 2) **\$1,180,000** – Paid to GSR Investments, LLC on account of its first priority lien;
- 17 3) **\$2,026,804** – Paid to Patricia Thompson (\$594,220) and Stanton Park Development,
 18 Inc (\$1,432,589) on account of their second priority lien;
- 19 4) **\$207,625** – Paid to Nila Loucks on account of her third priority lien;
- 20 5) **All remaining net sale proceeds** (approximately \$18,571) – Paid to Christine
 21 Millard, Trustee of the Barger Family Trust, on account of its fourth priority lien.

22 21. This Order shall be binding upon, and shall inure to the benefit of, the Debtor and CCR
 23 and their respective successors and assigns, including, without limitation, any chapter 11 trustee
 24 hereinafter appointed for the Debtor or any trustee appointed in a chapter 7 case if the Debtor's
 25 case is converted from chapter 11.

26 22. The provisions of this Order authorizing the sale of Debtor's Assets free and clear of
 27 liens, claims and encumbrances (with such liens, claims and encumbrances to attach to the
 28 proceeds of the sale of the Assets as provided in this Order) shall be self-executing, and neither the

1 Debtor, CCR nor any other party shall be required to execute or file releases, termination
2 statements, assignments, cancellations, consents or other instruments to effectuate, consummate
3 and/or implement the provisions hereof with respect to such sale; provided, however, that this
4 paragraph shall not excuse such parties from performing any and all of their respective obligations
5 under this Order. Without in any way limiting the foregoing, CCR is empowered to execute and
6 file releases, termination statements, assignments, consents, cancellations or other instruments to
7 effectuate, consummate and/or implement the provisions hereof with respect to such sale.

8 23. All entities who are presently, or on the Closing Date may be, in possession of some or
9 all of Debtor's Assets are hereby directed to surrender possession of the Assets to CCR on the
10 Closing Date.

11 **C. GOOD FAITH PURCHASE.**

12 24. The purchase of Debtor's Assets by CCR is a purchase in good faith for fair value
13 within the meaning of section 363(m) of the Bankruptcy Code, and CCR is entitled to all of the
14 protections afforded good faith purchasers by section 363(m) of the Bankruptcy Code.

15 25. The sale approved by this Order is not subject to avoidance pursuant to section 363(n)
16 of the Bankruptcy Code.

17 26. Following the Closing Date, except for persons entitled to enforce assumed liabilities
18 and permitted liens, all persons (including, but not limited to, the Debtor and/or their respective
19 successors (including any trustee), creditors, investors, current and former employees and
20 shareholders, administrative agencies, governmental units, secretaries of state, federal, state, and
21 local officials, including those maintaining any authority relating to any environmental, health and
22 safety laws, and the successors and assigns of each of the foregoing) holding interests in the
23 Debtor's Assets or against the Debtor in respect of Debtor's Assets of any kind or nature
24 whatsoever shall be, and hereby are, forever barred, estopped, and permanently enjoined from
25 asserting, prosecuting, or otherwise pursuing any Interests of any kind or nature whatsoever
26 against CCR or any affiliate of CCR or any of their respective property successors and assigns, or
27 Debtor's Assets, as an alleged successor or on any other grounds, it being understood that nothing
28 herein shall affect assets of the Debtor that are not Debtor's Assets.

1 28. No Person shall assert, and CCR and Debtor's Assets shall not be subject to, any
2 defaults, breaches, counterclaims, offsets, defenses (whether contractual or otherwise, including,
3 without limitation, any right of recoupment), liabilities, claims and interests, or basis of any kind or
4 nature whatsoever to delay, defer, or impair any right of CCR or the Debtor, or any obligation of
5 any other party, under or with respect to, Debtor's Assets, with respect to any act or omission that
6 occurred prior to the closing or with respect to any other agreement or any obligation of Debtor
7 that is not an expressly assumed liability.

8 29. Following the closing of the sale to CCR, no holder of any Interest shall interfere with
9 CCR's title to, or use and enjoyment of, Debtor's Assets based on, or related to, any such interest,
10 or based on any actions the Debtor may take in its Chapter 11 Case.

11 **D. ADDITIONAL DECREES.**

12 30. The recitals and findings of facts set forth above are hereby incorporated as a part of
13 this Order.

14 31. As provided by Fed. R. Bankr. P. 6004(h), 6006(d) and 7062, this Order shall be
15 effective and enforceable immediately upon entry. Notwithstanding Bankruptcy Rules 6004(h), the
16 Court expressly finds that there is no just reason for delay in the implementation of this Order and
17 expressly directs entry of judgment as set forth herein.

18 32. The provisions of this Order are nonseverable and mutually dependent.

19 33. Nothing contained in any plan of reorganization (or liquidation) confirmed in this case
20 or the order of confirmation confirming any such plan shall conflict with or derogate from the
21 terms of this Order.

22 34. This Order shall be binding upon and inure to the benefit of the Debtor, CCR and each
23 of their respective former, present, and future assigns, predecessors, successors, affiliates, parent
24 companies, subsidiaries, controlled companies, employees, officers, directors, shareholders,
25 principals, members or agents, whether a signatory hereto or not, including, but not limited to, any
26 subsequently appointed trustee (including without limitation a chapter 7 trustee).

27 35. This Court shall retain exclusive jurisdiction to enforce the provisions of this Order and
28 the Motion and to resolve any dispute concerning this Order, the Motion, or the rights and duties of

1 the parties hereunder or thereunder or any issues relating to the Motion and this Order, including,
2 but not limited to, interpretation of the terms, conditions and provisions thereof, and the status,
3 nature and extent of the Assets, and all issues and disputes arising in connection with the relief
4 authorized herein, inclusive of those concerning the transfer of the Assets free and clear of all
5 liens, encumbrances, security interests and claims of any kinds and nature whatsoever.

6 36. The division of this Order into sections or other subdivisions and the insertion of
7 headings are for convenience of reference only and shall not affect or be utilized in construing or
8 interpreting this Order.

9 37. Entry of this Order is in the best interests of the Debtor, the Debtor's estate, its creditors,
10 and other parties in interest.

11 38. In the event the sale is not consummated and is terminated for any reason, the Debtor
12 shall have until September 18, 2015, to file a new motion to sell on any existing or new back-up
13 offer or a plan of reorganization.

14 IT IS SO ORDERED.

15 SUBMITTED BY:

16 DARBY LAW PRACTICE, LTD.

17 */s/ Kevin A. Darby, Esq.*

18 By: _____

19 KEVIN A. DARBY, ESQ.

20 Counsel for Debtor

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1 In accordance with LR 9021, counsel submitting this document certifies as follows:

2 _____ The Court has waived the requirement of approval under LR 9021.

3 _____ X This is a chapter 9, 11, or 15 case, and I have delivered a copy of this
4 proposed order to all counsel who appeared at the hearing, any unrepresented
5 parties who appeared at the hearing, and each has approved or disapproved the
6 order, or failed to respond, as indicated on said order.

7 _____ I certify that I have served a copy of this order with the motion, and no
8 parties appeared or filed written objections.

9 _____ No party appeared at the hearing or filed an objection to the motion.

10 DARBY LAW PRACTICE, LTD.

11 By: /s/ Kevin A. Darby
12 KEVIN A. DARBY, ESQ.
13 Attorney for Debtor and
14 Debtor in Possession

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